



State of Arizona

Department of Education

Request For Proposal

Cover Page

Solicitation Number: ED07-0003

Solicitation Due Date / Time: August 11, 2006, at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education
Procurement Section/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement: The Arizona Department of Education (ADE) desires to contract with a contractor to work with the ADE Exceptional Student Services web master and members of Enhancing Arizona's Parent Networks (EAPN) to update and maintain the EAPN website and revise the site as necessary to make it user-friendly. Contractor shall also facilitate marketing and meeting activities as directed by the EAPN Planning Group.

A Pre-Offer Conference will not be held in conjunction with this procurement.

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Richard Adickes
Procurement Officer

(602) 364-2517
Telephone Number
E-Mail: Richard.Adickes@azed.gov

July 20, 2006
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0003

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City

State

Zip Code

Signature of Authorized Person

Date of Offer

Telephone Number:

Facsimile Number:

Offeror's Arizona Transaction (Sales) Privilege Tax License Number:

Offeror's Federal Employer Identification Number:

Acknowledgement of Amendment(s):
(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

CFDA No. 84.027A

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED07-0003-_____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____

Douglas C. Peebles, MBA, CPPB, CPCP
Procurement Administrator

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Contract Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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SECTION 1 SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
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Enhancing Arizona's Parent Networks (EAPN) is the collaborative effort of parent groups, organizations and agencies that believe all children with special needs and their families should have access to information, support and training. The EAPN website, <http://www.azeapn.org>, currently hosts links to 57 groups, a state-wide training and event calendar and parent related information and leadership pages. A statewide list serve is regularly used as an effective communication tool between the member groups. Member organizations meet as needed to work on goals and share information. Member groups disseminate promotional EAPN materials to parents, educators, and service providers.

Goals to be accomplished:

EAPN will increase access to, and availability of, comprehensive and accurate information for parents and professionals.

EAPN will provide a calendar of events throughout Arizona that addresses the interests and needs of families and professionals.

EAPN will improve the quality of parent participation and leadership that builds effective partnerships with professionals.

Scope of Work

- Work with the ADE/ESS web master and members of EAPN to update and maintain the EAPN website semi-annually.
- Revise the site as necessary. Make it user-friendly.
- Regularly solicit training dates and information for the website from EAPN members.
- Regularly email EAPN members memos about pertinent action alerts, events, resources, etc.
- Update the training calendar with new training and event dates within 24 hours of receiving the information from EAPN members.
- Recruit new organizations to join EAPN.
- Solicit suggestions from EAPN members for articles and information to include on the site.
- Research potential submissions for each of the front page links (Information, Leadership, Newsletters, Spanish Resources, IDEA Reauthorization/Links).
- Update the parent information, leadership of the EAPN website each week and IDEA reauthorization/links, newsletters, and Spanish resources as they become available.
- Promote the ongoing development and use of the website with EAPN members.
- Promote the use of the website with other organizations, agencies, parent groups, schools, and universities.
- Collaborate with the EAPN Planning Group and identified Marketing Consultants to establish a marketing plan.
- Assist with the development and distribution of new EAPN promotional materials.
- Co-host the annual EAPN meeting with ADE/PINS.
- Provide technical assistance to EAPN members to host regional conferences for families and consumers.
- Collaborate with the EAPN Planning Group to plan future activities.
- Facilitate agreed upon activities.

SECTION 2

SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. “ADE” means the Arizona Department of Education.
- B. “Department” means the Arizona Department of Education.
- C. “Services” means services performed, workmanship and material furnished or used in the performance of services.

2. **Changes.**

- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or

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omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000

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Disease – Policy Limit

\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- B. **Additional Insurance requirements:** The policies shall include, or be endorsed to include, the following provisions:
- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 25 of this section and shall be sent by certified mail, return receipt requested.
- D. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph 25 of this section. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all

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insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through **June 30, 2007** unless terminated, canceled, or extended as otherwise provided herein. ADE shall have the right to renew the contract in one-year increments or any portion thereof, not to exceed a total agreement term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during any option years.
6. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided. Total annual price shall not exceed \$10,000.00.
7. **Price Adjustments.**
- A. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been effect for one year. Any requested increase(s) shall be based on a cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the price of the services contractually covered. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.
- B. All written requests for price adjustments made by the Contractor shall be initiated at least 90 calendar days in advance of any desired price increase. The 90 calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination to any such request.
- C. The Procurement Officer shall determine whether the requested price increase or an alternate option is in the best interest of the State.
8. **Removal of Contractor Personnel.** The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. ADE may require that the Contractor remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.

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9. **Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.
10. **Warranty of Services.**
- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
 - B. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
11. **Inspection of Services**
- A. The Contractor shall provide and maintain an inspection system acceptable to ADE covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to ADE during contract performance and for as long afterwards as the Contract requires.
 - B. ADE has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. ADE shall perform inspections and tests in a manner that will not unduly delay the work.
 - C. If any of the services do not conform to Contract requirements, ADE may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, ADE may -
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - (2) Reduce the Contract price to reflect the reduced value of the services performed.
 - D. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, ADE may -
 - (1) By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by ADE that is directly related to the performance of such service; or
 - (2) Terminate the Contract for default.
12. **Ownership.** All deliverables and/or other products of this Contract (including, but not limited to, all software documentation, reports, records, summaries and other matter and materials prepared or developed by the Contractor in performance of this Contract) shall be the sole, absolute and exclusive property of ADE, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers, or employees, with the exception of third party proprietary software packages which may be procured under this or separate agreement.

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13. **Working Arrangements.** Contractor shall provide space, computer equipment, and all other equipment and supplies required to perform the assigned duties. ADE shall be responsible for printing of all required documents.
14. **Estimated Quantities.** This Contract references quantities as a general indication of the needs of ADE. However, the quantities shown are estimates only and ADE reserves the right to increase or decrease any quantities actually purchased. The Contractor understands and hereby acknowledges that ADE makes no representations nor guarantees the Contractor any minimum or maximum number of units of work.
15. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
16. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
17. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
18. **Travel and Per Diem.**
- A. Travel and per diem expenses incurred in performance of this Contract will be reimbursed in accordance with the State of Arizona Travel Regulations in effect during the term of this Contract.
 - B. Travel, lodging and per diem expenses should not exceed:
 - (1) State lodging rate at \$59.00 per day.
 - (2) State per diem rate at \$29.50 per day.
 - C. Travel and per diem reimbursement requests must be submitted with the Contractor's invoice for services and must identify the name of the traveler
 - D. The Contractor shall obtain a copy of the State of Arizona Travel Regulations from ADE, and shall provide the designated Procurement Officer for this contract with a statement that he/she has read and understands these regulations. The Contractor shall submit any questions concerning the Travel Regulations to the ADE Accounting travel desk for clarification.
19. **Limitation of Funds.**
- A. The Contract specifies the dollar amount authorized on this Contract, the items covered, and the period of performance the amount will cover. The Contractor agrees to perform, or have performed, work on the Contract up to the point at which the total amount paid and payable under the Contract, approximates, but does not exceed the total amount authorized on the Contract.
 - B. When the parties have negotiated a total award value that exceeds current funding, the authorized funds on the resulting Contract may be limited using a limitation of funding clause.

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- C. The authorized funding shall be considered a ceiling price which may not be exceeded until the Procurement Officer notifies the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Contract.
- D. Except as provided by other provisions of this Contract, specifically citing and stated to be an exception to this Provision;
 - (1) The Procurement Officer is not obligated to reimburse the Contractor for costs incurred in excess of the total authorized funding, and
 - (2) The Contractor is not obligated to continue performance under this Contractor (including actions under the Termination Provision) or otherwise incur costs in excess of the allotted amount of this Contract, until the Procurement Officer notifies the Contractor in writing that the allotted amount has been increased and specifies the revised amount.
- E. No notice, communication, or representation in any form or by anyone other than the Procurement Officer shall affect the authorized amount of this Contract. In the absence of the Contractor's notification as described above, the Procurement Officer is not obligated to reimburse the Contractor for any costs in excess of the total authorized funding, whether incurred during the course of the performance period, a termination, or as the result of an audit.
- F. When, and to the extent that the amount authorized by the Procurement Officer is increased, any excess costs the Contractor incurred before this modification shall be allowable to the same extent as if incurred afterward, unless this Contract is terminated.
- G. Change orders shall not be considered an authorization to exceed the authorized amount specified in the payment schedule, unless they identify an increased funding amount.

20. Offshore Performance of Work Prohibited Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

21. Payments.

- A. The Contractor shall submit invoices in one (1) original and one (1) copy. Invoices shall include:
 - (1) Name and address of the Contractor.
 - (2) Invoice date.
 - (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

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- (5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms).
 - (6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the Contract or in a proper notice of assignment).
 - (7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (8) Any other information or documentation required by the Contract (such as evidence of shipment).
- B. In the case of a Labor Hour Contract, the Contractor's invoices shall identify the individual's personal name, number of hours worked by date, hourly rate, and a brief statement detailing the work performed. Travel and/or per diem must be itemized and supported with receipts. Unauthorized deviations may result in disapproval of the invoice(s), or reduction in payment until the required support documentation is provided.
- C. Submittal of an invoice constitutes Contractor's certification that services have been delivered as specified on the invoice in accordance with the Contract.
- D. Submit invoices to the following address:

Steve Mishlove
Director of Special Projects
Arizona Department of Education
1535 West Jefferson Street, Bin #24
Phoenix, Arizona 85007
Phone: (602) 364-4018

22. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State)

(Zip Code)

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23. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

(E-Mail Address)

24. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Steve Mishlove
Director of Special Projects
Arizona Department of Education
1535 West Jefferson Street, Bin #24
Phoenix, Arizona 85007
Phone: (602) 364-4018
E-mail: Steven.Mishlove@azed.gov

25. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes
Contracts Management Unit, Bin #37
Arizona Department of Education
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 364-2517
FAX: (602) 364-0598
E-Mail: Richard.Adickes@azed.gov

26. Minimum Qualifications:

- The Contractor must be a parent with or a relative of a child who has a disability;
- Have a minimum of two years experience in coordinating parent groups, as well as developing and meeting parent group goals and objectives;
- Have website management experience and collaboration skills;
- Have facilitation experience (Preference will be given to special education and parent group facilitation).

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
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Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. **Contract Interpretation.**
 - A. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and it’s implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the

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facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

4. **Costs and Payments.**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
 - (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

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- (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability.

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- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this Contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

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- (2) Force Majeure shall not include the following occurrences:
- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- (1) Of a quality to pass without objection in the trade under the Contract description;
 - (2) Fit for the intended purposes for which the materials are used;
 - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - (4) Adequately contained, packaged and marked as the Contract may require; and
 - (5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all

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requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- E. Year 2000.
- (1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - (2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

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8. State's Contractual Remedies.

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
- (1) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - (2) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

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- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - (3) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

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- 10. Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11. Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer:
 - A. Offer and Contract Award Form;
 - B. Contract Administration; Section 2 Pages 11 & 12.
 - C. Attachment 6.1, Prices;
 - D. Attachment 6.2, Offeror’s References;
 - E. Attachment 6.3, Offeror’s Organization;
 - F. Attachment 6.4, Offeror’s Personnel Qualifications;
 - G. Attachment 6.5, Offeror’s Financial Disclosure;
 - H. Attachment 6.6, Sole Proprietor Certificate (if necessary);
 - I. Attachment 6.7, Offeror's Checklist; and
 - J. Solicitation Amendments (if any).
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Proposal Opening:** As this is a Request For Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will not be read. Proposals will not be subject to public inspection until after Contract award.

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5. **Award of Contract.** A contract award will be made to the most responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State based on the evaluation criteria set forth in the Solicitation.
6. **Offer Format and Content.**
- A. **One clearly marked original and three copies** of offer(s) shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.
- B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “*standard procedures will be employed*” or “*well-known techniques will be used*”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.
- C. **Binding and Labeling.** Each copy of the Offer shall be presented in three ring binders with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4).
- D. **Indexing.** The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Orderliness of the Offer, readability and similar factors should be considered in offer preparation.
- E. **Format.** The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. **Lack of these submissions may cause the Offer to be declared unacceptable.**
- (1) Section One of the Offer shall be titled **Executive Summary**. This Section shall include a signed copy of the Offer and Award Form and completed Attachments 6.1, 6.3, 6.5, 6.6 (if applicable) and 6.7 (if applicable).
 - (2) Section Three of the Offer shall be titled **Offeror’s Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability, including personnel, to accomplish Scope of Work responsibilities. This Section shall specifically address or include:
 - (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. This information should be provided on Attachment 6.2.
 - (b) Personnel qualifications, Attachment 6.4

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7. **Evaluation and Selection.** Evaluation of offers may be accomplished in four steps.
- A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
 - B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
 - C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Best and Final Offers from Offerors still considered susceptible of winning contract award(s).
 - D. Step Four. Contract award(s) made to the responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria (in bold print below), which are listed in descending order of importance. (Selection will be based on qualification and experience, and then price. All other things being equal, price will be used to select the best-qualified project director)
 - (1) **Offeror's Experience, Expertise and Reliability; and**
Overview that indicates an understanding of the requirements of the Statement of Work.
 - (2) **Price.**
9. **Evaluation of Optional Terms.** ADE will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate ADE to exercise the option(s).
10. **Discussions.** In accordance with A.R.S. § 41-2534, after the initial receipt of offers, ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.
11. **Best and Final Offers.**
- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
 - B. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations. Any technical revisions or non-concurrence to negotiated contract terms and conditions submitted in the best and final offer shall not be subject to further discussion or negotiation, and may render the Offer unacceptable to the State.
 - C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's best and final offer.
 - D. The Offeror must propose the same plan(s), including all terms and conditions, as mutually agreed upon at the time negotiations are concluded. The Offeror may only change quantitative pricing data. Any other change or revision from the previously negotiated understanding may render an Offer unacceptable for an award. The Best and Final Offer must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.

<p style="text-align: center;">SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF EDUCATION Procurement Section 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007</p> <p style="text-align: center;">SOLICITATION NO. ED07-0003</p>

E. This provision is not intended to restrict the Offeror's opportunity to revise figures (e.g. prices, discounts, percentage rates, etc.). Rather, it is intended to preclude any misunderstanding by ADE which could result if new or revised terms and conditions are submitted in the best and final offer that have not been fully disclosed, discussed, and understood during negotiations. Therefore, such new or revised terms and conditions are not solicited and, if submitted in the best and final offer, may render the offer unacceptable to ADE.

12. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as **Exhibit 7.1**. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

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1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a contract with the State.
 - E. “Days” means calendar days unless otherwise specified.
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Offer” means bid, proposal or quotation.
 - H. “Offeror” means a vendor who responds to a Solicitation.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. “Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
 - K. “Solicitation Amendment” means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
2. **Inquiries.**
 - A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

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- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
- D. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

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- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

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- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Other documents referenced or included in the Solicitation.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

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- (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purposes of evaluating that price.
- C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- D. Disqualification. An Offer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- F. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

6. Award.

- A. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

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7. **Protests.** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- A. The name, address and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the purchasing agency and the Solicitation or Contract number;
 - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
and
 - E. The form of relief requested.
8. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

ATTACHMENT 6.1

PRICES/DELIVERY SCHEDULE SOLICITATION No. ED07-0003

Item	Quantity	Unit	Description	Price
1.	1	Job	Provide Services in accordance with the requirements of the Scope of Work	_____

Subtotal \$ _____

_____ %* Arizona Sales Tax, State and City* \$ _____

Total Offer \$ _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____ %. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.2

OFFEROR'S REFERENCES SOLICITATION No. ED07-0003

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

2. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

3. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

ATTACHMENT 6.3

OFFEROR'S ORGANIZATION SOLICITATION No. ED07-0003

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

	<u>YES</u>	<u>NO</u>
1. <u>Administrative Agent</u>		
Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Civil Rights Compliance Data</u>		
Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. <u>Prior Felony Conviction(s)</u>		
Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Suspension or Exclusion from Federal or State Program(s)</u>		
Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 6.3

OFFEROR'S ORGANIZATION SOLICITATION No. ED07-0003

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.
11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? _____

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

ATTACHMENT 6.4

OFFEROR'S PERSONNEL QUALIFICATIONS SOLICITATION No. ED07-0003

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person.
2. Proposed position for contract service.
3. Position currently held in firm ☐ Owner/Partner
☐ Other _____.
4. Number of years with firm.
5. Number of years of experience within the established labor category.
6. Summarize the experience of the above-named person where applicable to the labor category in the following areas:
 - A. Coordinating parent groups.
 - B. Developing and meeting parent group goals and objectives.
 - C. Parent group website management and collaboration skills.
7. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s)).
8. Specify any area(s) of appropriate PINS expertise.
9. Based on the area(s) of expertise specified in Paragraph 6, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.
10. Indicate the percentage of time this person WILL be assigned to work under any contract resulting from this solicitation.

ATTACHMENT 6.5

OFFEROR'S FINANCIAL DISCLOSURE SOLICITATION No. ED07-0003

INSTRUCTIONS

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

		<u>YES</u>	<u>NO</u>
1.	Are the Offeror's accounting records maintained in accordance with Generally Accepted Accounting Principles (GAAP)?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the Offeror have an accounting manual?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Does the Offeror's firm prepare a public annual financial statement? <i>(If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the Offeror's firm have interim financial statements prepared? <i>(If YES, specify how often.)</i> _____	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is the Offeror's firm audited by an independent auditor? <i>(If YES, answer A thru D below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
A.	How often are audits conducted? _____		
B.	By whom are they conducted: _____ _____		
C.	Provide a copy of the Offeror's most recent audit report and corresponding financial statements. Include reports of Internal Control and Compliance with Federal/Local regulations, if applicable.		
D.	Does the Offeror's firm have any uncorrected audit exceptions?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Does the Offeror's firm have a formal basis to allocate indirect costs charged to this Contract? <i>(If YES, submit a copy of the allocation plan with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? <i>(If YES, answer A and B below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
A.	What is the dollar amount? \$ _____		
B.	In which state(s)? _____		
8.	Has the Offeror's firm ever gone through bankruptcy? <input type="checkbox"/>		<input type="checkbox"/>

ATTACHMENT 6.6



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.7

OFFEROR'S CHECKLIST SOLICITATION No. ED07-0003

Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.

Required Item	Solicitation Reference:	Offeror's Proposal Page #:
1. Offer and Award Form Signed	Page 1	
2. Contract Administration	Section 2 Paragraph 22 and 23	
2. Offeror's Prices	Attachment 6.1	
3. Offeror's References	Attachment 6.2	
4. Offeror's Organization	Attachment 6.3	
5. Offeror's Personnel Qualifications	Attachment 6.4	
6. Offeror's Financial Disclosure	Attachment 6.5	
7. Sole Proprietor Certificate Waiver (if necessary)	Attachment 6.6	
8. Offeror's Checklist	Attachment 6.7	

EXHIBIT 7.1



CERTIFICATE OF INSURANCE

CONTRACT NO. ED07-0003

VENDOR:

**ARIZONA DEPARTMENT
OF EDUCATION
PROCUREMENT SECTION
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007
(602) 542-6537**

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury			Comprehensive General Liability Form		
Per Person	\$1,000,000.00		Premises Operations		
Each Occurrence	\$2,000,000.00		Contractual		
Property Damage	\$1,000,000.00		Independent Contractors		
OR			Products/Completed Operations Hazard		
Bodily Injury			Personal Injury		
and	\$1,000,000.00		Broad Form Property Damage		
Property Damage			Explosion & Collapse (If Applicable)		
Combined			Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits	\$100,000.00		Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:	<p>Date Issued: _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Authorized Representative</p>
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